

as there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

6. At all times material hereto, Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, owned an apartment complex, located at 2406 Country Club Road, in Duncan, Oklahoma.

7. On or about February 10, 2017, a fire occurred at Plaintiff's property, resulting in damage to the apartment complex.

8. At all times material hereto, the Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, was insured under the terms and conditions of a property insurance policy, Policy No. ATC-60340-004, issued by the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004).

9. At all times material hereto, Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, complied with the terms and conditions of its insurance policy.

10. Fire is a covered peril under the terms and conditions of the policy issued by the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004). Plaintiff's fire loss which occurred on or about February 10, 2017 is covered pursuant to the terms and conditions of the policy issued by the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004).

D. Count I: Breach of Contract

11. Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, hereby asserts, alleges and incorporates paragraphs 1-10 herein.

12. The property insurance Policy No. ATC-60340-004, issued by the Defendant, Certain Underwriters at Lloyd's London, was in effect on February 10, 2017.

13. The acts and omissions of the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004), in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

14. Defendant's breach of contract includes, but is not limited to, the improper and unreasonable investigation, evaluation, delay and denial of Plaintiff's claim and the unreasonable failure to pay for covered losses to Plaintiff's property. Following the February 10, 2017 fire loss, Plaintiff timely submitted a claim to Defendant. Defendant unreasonably failed to fully perform under the contract and failed to issue all monies owed to Plaintiff's under the terms and conditions of its policy, including, but not limited to, claim payments for covered asbestos abatement.

E. Count II: Bad Faith

15. Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, hereby asserts, alleges and incorporates paragraphs 1-14 herein.

16. The above-mentioned acts and omissions of the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004), in the investigation, evaluation, and denial of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought. Following the February 10, 2017 fire loss, Plaintiff timely submitted a claim to Defendant. Defendant unreasonably failed to fully perform under the contract and failed to issue all monies owed

to Plaintiff's under the terms and conditions of its policy, including, but not limited to, claim payments for covered asbestos abatement. Defendant intentionally misapplied policy provisions to deny coverage for Plaintiff's covered asbestos abatement. Defendant also intentionally and unreasonably delayed the issuance of claim payments that were due and owing under the policy.

17. Defendant's unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted in a wrongful denial of coverage for Plaintiff's covered loss.

F. Punitive Damages

18. Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, hereby asserts, alleges and incorporates paragraphs 1-17 herein.

19. The unreasonable conduct of the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy #ATC-60340-004), in the handling of Plaintiff's claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby being sought.

H. Demand for Jury Trial

20. Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, hereby requests that the matters set forth herein be determined by a jury.

I. Prayer

21. Having properly pled, Plaintiff, HPH Investors, LP DBA Magnolia Manor Apartments, hereby seeks contractual, extra-contractual, bad faith and punitive damages against the Defendant, Certain Underwriters at Lloyd's London (subscribing to Policy

#ATC-60340-004), all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

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